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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

USA Commercial Mortgage Company
06-10725 – Lead Case

USA Capital Realty Advisors, LLC
06-10726

USA Capital Diversified Trust Deed Fund,
LLC
06-10728

USA Capital First Trust Deed Fund, LLC
06-10728

USA Securities, LLC
06-10729

Debtors.

Jointly Administered

Chapter 11 Cases

Judge Linda B. Riegler Presiding

Limited Joinder in Debtors' Motion
For Order Approving Agreement With
Investment Partners [DE 575]

Date: June 21, 2006

Time: 9:30 a.m.

Affecting:

☒ All Cases

or Only:

☐ USA Commercial Mortgage Company

☐ USA Capital Realty Advisors, LLC

☐ USA Capital Diversified Trust Deed Fund,
LLC

☐ USA Capital First Trust Deed Fund, LLC

The Official Committee of Unsecured Creditors of USA Commercial Mortgage Company (the "Committee") joins in the Debtors' Motion for Order Approving Agreement With [USA] Investment Partners [, LLC] [DE 575]. The Committee notes that the request appears well within Debtors' business judgment. Debtors' Motion suggests excellent reasons why the obligation should be evidenced by a signed promissory note in the amount of \$58,374,918.81 payable to USACM. Further, the Motion amply supports

1 the proposition that the note should be secured, and the Security Agreement in favor of all
2 Debtors concerning the interests of USA Investment Partners in 8 LLCs seems
3 appropriate.

4 The Motion suggests that these agreements are made in consideration of some
5 forbearance. For example, Debtors suggest, “the only right USACM is compromising is
6 the right to immediately sue Investment Partners for recovery of those receivables and
7 debts now evidenced by the Promissory Note. All other rights of the Debtors against
8 Investment Partners are retained.”¹ Absent any other commitment or forbearance offered
9 by Debtors, the Agreement appears appropriate. Conversely, to the extent that Debtors
10 intend to offer USA Investment Partners any additional forbearance or other consideration,
11 they should say so.

12 It would be helpful to understand what Debtors intend to do about collecting the
13 balance of the obligations owed by Investment Partners, whether there is any additional
14 property that may be obtained to satisfy the indebtedness, and the extent to which
15 Investment Partners or its principals intends to maximize the return to Debtors. Those
16 questions are not, however, in the Committee’s view, a reason to deny immediate approval
17 of the proposed agreements.

18 To the extent that direct lenders oppose Debtors entering into the Agreement in
19 order to liquidate a portion of USA Investment Partners’ obligations to Debtors, or to
20 obtain and perfect a security interest in USA Investment Partners’ assets, they are seeking
21 to diminish the sources of repayment of unsecured creditors in favor of their more narrow
22 interests. The fact that others may have claims against USA Investment Partners
23 underscores the need to immediately authorize Debtors to perform the Agreement.


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¹ Motion at 3 ¶ 11.

LEWIS
AND
ROCA
LLP
LAWYERS

Dated June 19, 2006.

LEWIS AND ROCA LLP

By  /s/ RC (#006593)

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